

CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (herein after referred to as "**Agreement**"), made on 18th day of May 2020 ("**Effective Date**"),

BY AND BETWEEN:

HETERO LABS LIMITED, a company incorporated under the laws of India, and having its registered office at # 7-2-A2, Hetero Corporate, Industrial Estate, Sanathnagar, Hyderabad - 500018 Telangana State, India", Hyderabad – 500018, hereinafter referred to as "**HETERO**" which means and includes, its representatives, successors-in-interest and assignees wherever the context so permits) of the FIRST PART.

AND

GUFIC LIFESCIENCES PRIVATE LIMITED a company incorporated under the laws of India and having its registered office at Survey No. 171, National Highway No. 8, Near Grid, PO Kabilpore, Navsari, Gujarat 396 424 hereinafter referred to as "**GUFIC**" which means and includes, its representatives, successors-in-interest and assignees wherever the context so permits) of the SECOND PART.

Both "**HETERO**" and "**GUFIC**" are herein after collectively referred to as "**Parties**" and individually as "**Party**".

Party who is disclosing shall be referred as "**DISCLOSING PARTY**" and party who is receiving shall be referred as "**RECEIVING PARTY**".

AGREEMENT

1. The Parties herein enter into to this Agreement with an intention , in connection with certain business discussions to ascertain the possibility of exploring business transaction between them, in relation to the pharmaceutical product "**Remdesivir**" ("**RDV Product**") for/in the territory of **India** (herein after referred to as "**Purpose**").
2. The Receiving Party acknowledges that the Confidential Information that may be disclosed by HETERO under this Agreement is subject to a license granted to HETERO ("**License**")



by Gilead Sciences Inc – USA ("**Licensors**") with whom HETERO had already entered into a License Agreement dated May 12, 2020 ("**License Agreement**"). As such, this Agreement shall be subject to the said License Agreement and any amendments and/or modifications to the said License Agreement may cause this Agreement to be modified, amended or restated accordingly. Further, in pursuance of the License Agreement, HETERO has developed and/or is in possession of certain information in relation to manufacturing of the RDV Product ("**Licensed Information**")

3. "**Confidential Information**" shall mean the proprietary information, licensed information and confidential information viz all proprietary, non-public technical, non-technical, patented, non-patented, information and data that the Disclosing Party may disclose to the Receiving Party, which may include all and any information viz., list of key starting materials active pharmaceutical ingredients, finished pharmaceutical formulations or products, pellets, intermediaries, excipients and other raw materials, packing materials and specifications, names and addresses of the suppliers and/or vendors, any all unstructured, structured, compiled information, notes, drug master file(s), dossier(s), certificate(s) of analysis, certificates of compliance, whether disclosed orally or in writing, graphic or electronic form to the Receiving Party(s). Further, Confidential Information shall include without limitation, patents and patent applications, copyrights, trade secrets, manufacturing technology, processes, know-how, techniques, methods, schemes, notes, sketches, reports, drawings, models, inventions, improvements (whether or not patentable, whether or not patented), processes, apparatus, equipment, analyses, algorithms, software programs, software source documents, formulae, respective information concerning research, experimental work, development, design details and specifications, engineering, procurement requirements, purchasing, manufacturing, sales and merchandising, marketing plans and information, and names and expertise of employees, consultants, customers and prospects and other data related to the above defined Purpose and/or to the business of HETERO. Provided any verbal information shared by the Disclosing Party shall be communicated to the Receiving Party within fifteen business days of such verbal disclosure.



4. In consideration of HETERO's disclosure and provision of Confidential Information, the Receiving Party(s), agrees that, for a period of sixty (60) days from the date of such disclosure, it:
 - (a) shall use HETERO's Confidential Information exclusively for the limited purpose of making the determination of Purpose described herein above; and
 - (b) shall not disclose, without the prior express written consent of HETERO, any Confidential Information, including the existence of this Agreement or the interest of HETERO or the Receiving Party in exploring the possibility of entering into a business transaction, to any person other than to those employees of the Receiving Party(s) who will be directly involved in,
 - (i) making such determination; or
 - (ii) performing the evaluations related thereto.
5. Receiving Party(s), agrees to advise those of its employees who receive Confidential Information that such information,
 - (a) is proprietary and/or confidential to HETERO; and
 - (b) shall not be disclosed to anyone except as authorized herein.
6. Receiving Party(s) further agrees to take such reasonable precautions as it normally takes with its own Confidential Information to prevent unauthorized disclosure or use of such Confidential Information but in any event no less than a reasonable degree of care. Receiving Party(s) further agrees and acknowledges that any breach of confidentiality obligations by Receiving Party(s)'s employees shall be construed to have been committed by the Receiving Party.
7. Upon the earlier of the completion of Receiving Party's use of Confidential Information for the Purpose under this Agreement or upon HETERO's request for any reason, Receiving Party will
 - (a) immediately cease all use of Confidential Information and
 - (b) promptly, at HETERO's instruction, either return to HETERO or destroy all Confidential Information, including any copies, extracts, summaries, or derivative works containing such Confidential Information, and certify in writing to HETERO the



completion of such return and/or destruction, *provided, however*, that Receiving Party may retain one copy in its legal archives solely for the purpose of monitoring Receiving Party's surviving obligations under this Agreement.

8. In addition, on Disclosing Party's request, the Receiving Party may confirm in writing to HETERO that the Receiving Party has not re-engineered, reproduced or retained any Confidential Information either in originals or in copies, except a copy of the Confidential Information for archival purposes of this Agreement.
9. In the event that the Receiving Party(s) becomes legally compelled to disclose any Confidential Information, it will provide HETERO with prompt advance notice in writing so that HETERO may, at its discretion, intervene prior to disclosure. The Receiving Party(s) will exercise its reasonable commercial best efforts to obtain reliable assurance that confidential treatment will be accorded to such Confidential Information.
10. Notwithstanding any of the foregoing, the term "Confidential Information" and the obligation of confidentiality associated therewith shall not apply to the following information:
 - (a) information which, at the time of HETERO's disclosure to the Receiving Party(s), is in the public domain;
 - (b) information which, after HETERO's disclosure to the Receiving Party(s), enters the public domain, except where such entry is the result of the Receiving Party(s)'s breach of this Agreement or otherwise is the result of any unauthorized disclosure by any of its employees;
 - (c) information which, prior to HETERO's disclosure to the Receiving Party(s), was already in the Receiving Party(s)'s possession, which was evidenced by written records; or
 - (d) information which, is obtained by the Receiving Party(s) from a third party which is lawfully in possession of such information and not subject to a contractual or fiduciary relationship to HETERO with respect thereto.
 - (e) Receiving Party independently develops without use of or reference to Confidential Information disclosed by HETERO, as demonstrated and evidenced by Receiving Party's written records contemporaneous with such development.



10. Each Party understands and acknowledges that nothing herein requires either Party to proceed or continue with any proposed transaction or relationship.
11. Receiving Party(s) further understands and acknowledges that, any unauthorized usage, reproduction or disclosure of any portion of Confidential Information shall cause irreparable injury to HETERO and that no adequate or complete remedy shall be available to HETERO to compensate for such injury. Accordingly, Receiving Party(s) hereby acknowledges that HETERO shall be entitled to injunctive relief in the event of such unauthorized disclosure and/or usage by the Receiving Party(s) or any of its employees in addition to whatever remedies it might have at law. In addition, the Receiving Party(s) shall indemnify and hold harmless HETERO from any loss or harm, including, without limitation, reasonable attorney's fees, resulting from any breach or threatened breach or enforcement of the Receiving Party(s)'s obligations hereunder or unauthorized use or disclosure or release of any such Confidential Information. The Receiving Party(s) will notify HETERO in writing immediately upon the occurrence of any such unauthorized usage, disclosure or release or other breach of which it is aware.
12. Without the prior written consent of the other Party, neither Party shall disclose to any third party either the fact that the discussions contemplated in this Agreement are taking place or have taken place or any of the terms, conditions or the status thereof at any time or any other facts in respect of a possible transaction between the Parties.
13. HETERO retains all right, title and interest in and to Confidential Information. Nothing in this Agreement shall be interpreted expressly or impliedly construed of granting Receiving Party any license with respect to the Confidential Information or any patent applications or other rights and HETERO shall retain all Intellectual Property rights in respect of Confidential Information disclosed and related improvements thereto.
14. This Agreement shall be effective from the Effective Date and shall continue to be in full force and effect for a period of five (5) years



(hereinafter the "**Term**") unless terminated earlier in accordance with this Agreement. The Term may be renewed by mutual consent of the Parties. Notwithstanding the expiration or earlier termination of this Agreement, the confidentiality obligations set forth in this Agreement shall continue for a period of five (5) years from the date of such termination or expiration of this Agreement.

15. Any notice, request or other communication permitted or required under this Agreement shall be in writing, shall refer specifically to this Agreement, and shall be deemed given only, if hand delivered or sent by reputed courier cost prepaid or by facsimile address to the Parties at their respective addresses first set forth above.
16. This Agreement can be varied or amended only by an agreement in writing signed by the respective Parties hereto.
17. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the Parties with respect to the subject matter hereof.
18. No waiver or modification of this Agreement will be binding upon either Party unless made in writing and signed by a duly authorized representative of such Party, and no failure or delay in enforcing any right will be deemed a waiver.
19. Neither Party shall assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of other Party. Any attempted assignment or delegation without such consent will be void. Any purported assignment or delegation by a party of this Agreement in whole or in part without the prior written consent of the other party shall be void. This Agreement shall be binding upon the parties, their successors and their permitted assigns.
20. Receiving Party agrees that it shall not conduct or carry-out, directly or in-directly, any campaigns for the publicity, marketing advertisements, propaganda, media coverage, and/or any such activity which may disclose the existence of this Agreement and the Purpose of this Agreement, such as any press release information and any other modes of publicity and advertisement.



21. Receiving Party acknowledges that the Confidential Information, accessed by Receiving Party under this Agreement, may be subject to several, national and international insider trading laws viz the federal and state securities laws of USA, that prohibit Receiving Party's employees from purchasing or selling Gilead securities while in possession of any such information or from disclosing such information to others. Accordingly, Receiving Party's employees who receive or have access to Confidential Information of Gilead shall not buy or sell Gilead securities while in possession of any material, non-public, confidential information regarding Gilead and shall not advise others to do so.
22. The Representatives of the Parties hereto confirm that they have necessary corporate authority and power to enter into this Agreement and the same shall be binding on the Parties.
23. This Agreement shall be governed by, and shall be construed in accordance with the laws of India. The Parties agree that they shall in good faith work towards implementation of this Agreement and any dispute arising out of or in relation to this Agreement shall be first attempted to be resolved amicably by mutual negotiations within thirty (30) days, failing which such dispute shall be referred to the Indian Council of Arbitration ("ICA"). The ICA shall conduct the arbitration proceedings in accordance with its rules ("ICA Rules") by way of appointing a mutually acceptable sole Arbitrator. The seat and venue of arbitration shall be in Hyderabad and the language used for arbitration shall be English. The award of the arbitrator shall be final and binding on both the Parties.
24. This Agreement is executed in two (2) counterparts, each of which when executed and delivered shall be deemed constitute an original.

//Signature page follows//



IN WITNESS WHEREOF, the Parties hereby execute this Agreement by their duly authorized representative as of the date first above written.

HETERO LABS LIMITED

**GUFIC LIFE SCIENCES PRIVATE
LIMITED**

By: B. Murali Krishna Reddy

By: _____

Name: B. Murali Krishna Reddy :
Designation: Director – Emerging
Markets

Name: Pankaj J. Gandhi
Designation: Authorised Signatory

For HETERO'S internal use only (Legal Department)	
Reviewed by	Approved by
V. Praveen Krishna 	Sudershan Pallap. 
Signature	Signature